

15. REDUCTIONS IN FORCE (Includes updates from October 2023 MOA and January 2025 MOA)

15.1 (as updated in the October 2023 MOA)

The parties agree that retrenchment is an extreme measure and not to be entered into lightly.

In the event of a reduction in academic offerings, elimination of programs, and/or financial exigency, which will result in the reduction of bargaining unit members (any such event being a "Retrenchment"), the following procedures shall apply.

1) Before a retrenchment or layoff decision is made, the Provost shall give notice of the proposed retrenchment to the Faculty of the affected department, the Department Chair, the Dean of the School, and the Union. In retrenchment circumstances, other than due to the University's financial exigency, the Provost shall notify the Union a minimum of 180 days before the intended retrenchment decision, and such notification shall include the following information: (1) the number of proposed reductions identified by program, department and/or school with as much specificity as possible; and (2) the timetable of the proposed reductions. Following the notice, within thirty (30) days, the Union may request to meet with the Provost, Department Chair, and Dean to discuss the rationale for and implementation of the proposed retrenchment.

2) For any retrenchment decision, when feasible, the process of natural attrition shall be used to achieve the Retrenchment.

3) If the Retrenchment cannot be accomplished by natural attrition bargaining unit members shall be given the opportunity and a reasonable period of time not to exceed sixty (60) days, to reach voluntary agreement among themselves as to the order of Retrenchment.

4) If the Retrenchment is not accomplished in the time frame referred to above, part-time professional employees in the same fields or areas of work as affected bargaining unit members shall be laid off first, followed by non-tenured or non-continuous appointment bargaining unit members, and then followed by tenured or continuous appointment bargaining unit members.

The decision to retrench rests with the President and the Board of Trustees, subject to the provisions of this Article and the rest of the Agreement.

15.2 The Retrenchment procedures outlined above shall be carried out in the order of seniority, provided that the bargaining unit member who is retained has the experience and academic qualifications to teach the courses and programs previously taught by the affected bargaining unit member (except in the case of elimination of a complete program or academic offering). In the event that

academic offerings or programs are reinstated within three (3) years after their termination as part of the Retrenchment, the affected bargaining unit members in such academic offering or program with the most seniority shall be given an opportunity to be recalled first, and any subsequent recalls shall be in the reverse order of layoff. Any recalled bargaining unit member shall return to his or her previous rank, seniority and compensation and benefits at the time of layoff with any negotiated changes. Time spent on layoff will not be counted toward the bargaining unit member's seniority or tenure-track service as provided in Section 8.3. Any bargaining unit member on layoff is responsible for providing the College with his or her current mailing address and telephone number.

Language from January 2025 MOA Regarding Article 15:

The University and Union have entered into this Memorandum of Agreement with a goal of making economic revisions to the CBA to avoid layoffs or retrenchments. In addition to the provisions of Article 15 of the CBA, the following commitment shall also apply. No retrenchments or layoffs of bargaining unit members shall take place prior to May 31, 2025. From June 1, 2025 through May 31, 2027 retrenchments and layoffs will occur solely for the reason of the University's financial exigency. Both parties agree there will be no programmatic retrenchments at the University through May 31, 2027. This commitment will sunset as of May 31, 2027.

Any bargaining unit member who is retrenched under Article 15 ("Reductions in Force") during the duration of the CBA through May 31, 2029 shall be reimbursed the full amount of their salary reduction and University employer retirement contribution reduction incurred in academic year 2024-2025. The retrenched bargaining unit member shall receive the amount of the salary reduction in the form of a lump sum payment in their final paycheck as a member of the bargaining unit. The retrenched bargaining unit member shall receive the amount of the University employer retirement contribution in the form of a lump sum payment to their retirement account with that final paycheck as a member of the bargaining unit.